

FORM - sumprose (06/07)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

Case No.: 2:09-bk-24899-RTB

JOHN LEWIS MEALER

Chapter: 7

Debtor(s)

JOHN LEWIS MEALER

Adversary No.: 2:10-ap-00503-RTB

Plaintiff(s)

v.

GMAC Mortgage LLC.
et al.

Defendant(s)

SUMMONS IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to submit a motion or answer to the complaint which is attached to this summons to the Clerk of the Bankruptcy Court within 30 days from the date of issuance of this summons, except that the United States and its offices and agencies shall submit a motion or answer to the complaint within 35 days of issuance.

Address of the Bankruptcy Clerk's Office

U.S. Bankruptcy Court, Arizona
230 North First Avenue, Suite 101
Phoenix, AZ 85003-1727

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney, or the plaintiff, if not represented by an attorney.

Name and Address of Plaintiff's Attorney

JOHN LEWIS MEALER
6333 GARDENIA LANE
SHOW LOW, AZ 85901

(Summons continued on next page)

If you make a motion, your time to answer is governed by Federal Rule of Bankruptcy Procedure 7012.

**IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR
CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY
DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

Date: March 30, 2010

Address of the Bankruptcy Clerk's Office:
U.S. Bankruptcy Court, Arizona
230 North First Avenue, Suite 101
Phoenix, AZ 85003-1727
Telephone number: (602) 682-4000
www.azb.uscourts.gov

Clerk of the Bankruptcy Court:

Brian D. Karth



UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

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CERTIFICATE OF SERVICE

I, John Bosworth certify that I am, and at all times during the service of process, was not less than 18 years of age. I further certify that the service of the summons and a copy of the complaint was made on 3-31-10 by: John Lewis Mealer
6333 Gardenia Lane, Show Low, Arizona (85901) witnessed by - John Bosworth

☒ Mail Service: Regular, first class United States mail, postage fully pre-paid, addressed to:

"See: Service List" P. 2

☐ Personal Service: By leaving the process with the defendant or with an officer or agent of defendant at:

☐ Residence Service: By leaving the process with the following adult at:

☒ Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at:

Thomas Marino CEO (Rescorp) -
Michael Carpenter CEO (GMAC (F3))

Service ListORIGINAL

- ☒ US Bankruptcy Court, District of Arizona
Honorable Redfield T. Baum
230 N. First Ave., Suite 101, Phx, AZ. 85003
- ☐ COPIES:
Lawrence J. Warfield Case Trustee #09-24899 RTB
c/o 230 N. First Ave., St. 204, Phx, AZ. 85003
- ☒ US Bankruptcy Court
Southern District of New York
Honorable Robert E. Garber
One Bowling Green
NY, NY 10004-1408 Ref: GM BK 09-50026 REG
- ☐ GMAC, GMAC (fs) in Care of:
PITE-DUNCAN, LLP
PO Box 17933 San Diego, CA 92177-0933
(GMAC Attorney)
- ☐ Michael Carpenter, CEO, GMAC (fs) 5/09-current
200 Renaissance Center, Detroit, MI 48265-2000
- ☐ Thomas Morano, CEO
Residential Capital LLC ("RESCAP")
ONE MERIDIAN CROSSINGS, MINNEAPOLIS, MINN. 55423
- ☐ Edward Whitacre, Jr., CEO "NEW GM"
300 Renaissance Center, Detroit, MI 48265-3000 MD# 482-Z39-B10
- ☐ Frederick Henderson, CEO, "OLD GM"
300 Renaissance Center, Detroit, MI 48265-3000 MD# 482-Z39-B30
- ☐ Albert Koch, CRO GM (Motors Liquidation Co.)
c/o AP Services, LLC 2000 Town Center, St. 2400 Southfield, MI.
48075
- ☐ Kris J. Kordella
c/o General Motors Corp. 300 Renaissance Center Detroit, MI 48265-3000
- ☐ Christy Garwood
c/o General Motors Corp. 300 Renaissance Center Detroit, MI 48265-3000

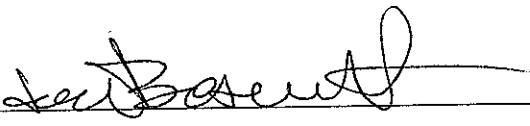
☐ Publication: The defendant was served as follows: (Describe briefly)

☐ State Law: The defendant was served pursuant to the laws of the State of _____ as follows: (Describe briefly)

If service of process was made by personal service, residential service, or pursuant to state law, I further certify that I am not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

Date: 3-31-10


(Signature)

John Bogworth
(Print Name)

1119 W Frito Ave.
(Business Address)

Mesa AZ 85210
(City, State, Zip Code)

John Lewis Mealer, Pro Per
6333 Gardenia Lane
Show Low, Arizona 85901
jlmealer@mealercompanies.com

RECEIVED

2010 MAR 30 AM 10:47

CLERK
U.S. BANKRUPTCY
DISTRICT OF ARIZONA

UNITED STATES BANKRUPTCY COURT

DISTRICT OF ARIZONA – PHOENIX DIVISION

In re

JOHN LEWIS MEALER,
Debtor(s)

) Case No.: 2:09-BK-24899-RTB

) Chapter 7

) **ADVERSARY COMPLAINT**

GMAC MORTGAGE LLC, GMACfs,
GENERAL MOTORS CORP., GENERAL
MOTORS CO., MOTORS LIQUIDATION
CO., RESIDENTIAL CAPTIAL LLC, KRIS J
KORDELLA, CHRISTY GARWOOD, et al.


) 2:10-2p-503

(Creditor) Defendants,

) **ENJOINED MOTION FOR**

) **EVIDENTIARY HEARING CONCERNING**

vs.

JOHN LEWIS MEALER, (wife, sons, et al)
(Debtor's/Injured)
and ~~LAWRENCE J. WARFIELD, Chapter 7~~
Trustee, 

) **GROSS CREDITOR MISCONDUCT**

Plaintiffs,

I.

JURISDICTION AND VENUE

Comes Now the Plaintiff, In Pro Per, by special appearance; Motioning adversary proceeding pursuant 11 USC § 101 et seq., FRBP Part I, Rule 1018, Part VII Adversary Proceedings, Rules 7001, 7056, 9014, Part III, IX, "General Provisions," 11 USC Appendix Rule 9027, 9029, F.R.Civ.P.8, 3 F.R.Civ.P., 12 F.R.Civ.P.(g)(1), Core Proceeding pursuant to 28 U.S.C § 1334(a)(b), 28 USC § 157(b)(2)(B)(C)(F)(G)(H)(5)(c)(1)(2)(1) et al., 11 USC § 101(5)(B), § 303(a)(b)(2)(d)(f)(g)(h)(1)(1)(i), § 524(a)(2), 547(b) and 362(b)(20)(21) subsection (a),

/

(d)4, 11 U.S.C. § 523(a)(4)(a)(6) [per the Equal protection Clause], et al., Therefore, this US Arizona District Bankruptcy Court exercises jurisdiction on these matters.

II. CLAIM SUMMARY

I, Plaintiff(s) hereby produce, verify and submit this CHAPTER 7 ADVERSARY COMPLAINT 2:10-ap-503 enjoined MOTION FOR EVIDENTIARY HEARING CONCERNING GROSS CREDITOR MISCONDUCT against the Defendants listed above: This enjoined Complaint/Motion blocks, denies, argues Creditor Defendants' motion For Relief From Automatic Stay and seeks redress to initiate settlement for Defendants' flagrant, egregious, reprehensible prima facie torts and ongoing irreparable injuries fraudulently committed upon Plaintiff creating Breach of Fiduciary Duty, Breach of Contract, fraudulent activities and other injuries caused by Defendants' unrestrained, denigrating actions which intentionally instilled debtor's financial condition prior to and during this bankruptcy case under unusual and exigent circumstances, yet not beyond the scope of state and federal bankruptcy law, contract law, common law, jurisprudence, and judicial rule. A lift of automatic stay in this case will result in immediate and irreparable injury, ad infinitum, loss and damage to Plaintiffs in what appears would be thwarting due process, subservient to law and will defeat the ends of justice. Plaintiff does not enter this legal battle by choice, but *conditio sine qua non* justice.

III. DEFENDANTS' LACK OF AUTHORITY and PRECEDENCE

Defendants' as Mortgage Holder/Creditor has no remedy or precedence to demand relief from the automatic stay per their original motion, which allows forum for this Plaintiff's adversary complaint. Defendant's original request and Motion to Lift Automatic Stay is without merit as Creditor/Movant/Defendants' have not made an effort to provide legal cause to move their claim to another court. The contractual evidence provided by Defendant acting ultra vires

1 against this Debtor by and through this instant case aberrant modus operandi further proves
2 Plaintiff's case.

3 Pursuant to 11 USC § 362(d)(1) of the Bankruptcy Code, the automatic stay may only be
4 lifted to permit a litigation to go forward in another court upon an initial showing of
5 "cause" by the party seeking relief from the stay. Sonnax Indus., Inc. v. Tri Component
Prods. Corp. (In re Sonnax Indus., Inc), 907 F. 2d 1280, 1285 (2d Cir. 1990); In re New
York Med Grp., P.C., 265 B.R. 408, 413 (Bankr. S.D.N.Y.2001).1

6 **IV. CREDITORS BREACH OF DUTY TO PROTECT DEBTOR**

7 Pursuant to laws of contract both parties have a mutual right to remedy. Defendants' who
8 are also an FDIC approved banking institution and mortgage holder of the Plaintiffs have
9 committed what appears to be collisional gross negligence in malicious assaults upon this
10 Plaintiff while under a fiduciary duty to protect the Plaintiff, activity leaning precariously close
11 to banking fraud. While it is understood that a debtor maintain insurance and generally protects
12 creditor interests in lien property, it is common practice for the creditor to provide an effort of
13 protection for debtor and exercise skill, care and diligence when acting on behalf of the
14 debtor/client. Shared fiduciary responsibility is evident in this respect. Reciprocity certainly
15 plays a part in the balance of rights and obligations of the parties, which may not be disturbed to
16 the parties detriment contrary to the requirement of good faith. Creditor is prohibited from
17 earmarking debtor's payments and mixing, combining or co mingling funds to pay for the very
18 Internet Service Provider ("ISP") registration fees whereby the instrument is used to harass,
19 attack, instill duress and control Debtor. Such action conspired by Defendants' is clearly
20 fraudulent misappropriation of this Debtor's funds which originated as mortgage payments.
21

22 Direct tortious activity against any debtor is blatant abuse of creditor bank privileges,
23 especially when that creditor bank shares fiduciary interest in a competitive company as that of
24 the debtor. Under the Court's inherent authority to secure permanent injunctive relief and other
25

1 equitable relief for this Plaintiff, including restitution for unjust enrichment against the
2 Defendant's for failing to maintain procedures ensuring compliance with contractual obligations,
3 blatant collusive tortious violations, unfair business practices and other critical legal
4 encroachments which culminate in multiple breach of contract violations causing serious
5 irreparable injury, Plaintiff seeks remedy.

6 The Blatant tortious activity paid for with Debtor's mortgage payments proves further
7 *errore calculi* of Plaintiff's account. Creditor participatory aiding and abetting to intentionally
8 harm the debtor client is a gross breach of this shared fiduciary responsibility creating *exceptio*
9 *non causa debti*. Defendants' willful neglect and gross breach of contractual obligations *conditio*
10 *sine qua non* for Plaintiff's failure to maintain mortgage payments and this instant bankruptcy.
11 Defendants' enforcement of this dishonored, breached, mortgage contract culminated in their
12 Motion for Lift of Automatic Stay during Debtor/Plaintiff's ultimate economic failure as actual
13 cause of Defendants inappropriate tortious M.O. creating the Plaintiff's inability to perform
14 under the contract and subsequent bankruptcy, and thus qualifies as a voidable Motion under
15 Title 11 USC § 303(a)(b)(2)(d)(f)(g)(h)(1)(i), 547(b) and 362(b)(20)(21) subsection (a), (d)4.
16

17 Plaintiff contends and qualifies this codified line of reasoning taking legal action to seek
18 damages due to Defendants' unconscionable actions that dishonored contractual obligations
19 making a voidable fundamental breach both anticipatory and actual through what now appears to
20 be defective paperwork by gross contract confusion and Plaintiff's pernicious belief of a provenly
21 false security and reliance on the tantamount juristic act with Defendants. By and through
22 Creditor's grossly breached contract, Defendants Motion to Lift Automatic Stay has become
23 void. "By strict definition that which is void is nugatory and of no effect and cannot be cured;
24 that which is voidable may be either voided or cured." Black's Law Dictionary.
25

1 This Court need not be lectured on contract law, the following basics are noted for benefit
2 of the Defendants' and may also be found in the UCC: (1). Breach of duty (negligence) a failure
3 to perform a duty owed to another or to society; a failure to exercise that care which a reasonable
4 man would exercise under similar circumstances. In the absence of an express term governing
5 the sequence of performance, and in the absence of circumstances that imply a sequence of
6 performance, default rules supply the answer. Blyth v Birmingham Waterworks Co (1856) 11
7 Exch 781. (2). Breach of trust with fraudulent intent "a larceny after trust, which includes all of
8 the elements of larceny except the unlawful taking in the beginning." State v. Owings, 205 S.C.
9 314, 316, 31 S.E.2d 906, 907 (1944). (3). Material breach is a breach that is substantial and
10 operates to excuse further performance by the aggrieved party. A material breach destroys the
11 value of the contract and gives rise to an action for breach of contract.

12 Defendants' have clearly acted unprofessionally in of breach of contract as detailed
13 herein, and thus have violated their entire authority to claims against this debtor Plaintiff and are
14 monetarily responsible for their illegal actions against this private Plaintiff.

15
16 **V. PREMISIS: CAUSE OF ACTION**

17 While Plaintiff maintains a registered automobile manufacturing company and is
18 competitive to the interests of Defendants while also under mortgage contract with Creditor
19 Defendant, the following incidents shine a beacon of light on multiple transgressions.

20 Defendants' agent Mr. Kris J Kordella, did on June 9th, 2009 at 10:56:50 AM enter
21 Plaintiff's professional business website URL http://mealercompanies.com with intent to
22 strategically sabotage, whether by and through direction of management or strictly through
23 respondeat superior contributory and comparative negligence originating while at work under
24 General Motors Corporation roof yet subordinate to the GMAC/(fs) owned Internet Service
25 Provider's ("ISP") and by and through other legally responsible parties acting in concert with at

1 least two other fully documented, simultaneous invasions by additional GM-GMAC agents who
2 may or may not have been directed by superiors, did sign into and complete the required
3 personal and professional Blogger information at 11:29:31 AM in order to develop sophisticated
4 commentary about Plaintiff on Plaintiff's RSS feed, investor oriented website as coming from a
5 highly rated financial Blogger and engineering expert related to GM-GMAC under
6 "kris.j.kordella@gm.com" as "MONEY01" and did purposely write strategically worded, grossly
7 disparaging, humiliating, defamatory statements regarding JL Mealer and the Mealer Automobile
8 and did days later follow up the initial blackening comments about Plaintiff with direct emails to
9 multiple interested parties further defaming Plaintiff as a "fraud", compounding the humiliating
10 damage to Plaintiff and becoming a trespasser, ab anito: With unclean hands, Defendant acted in
11 concert with multiple employee agents, did willingly and knowingly trespass with malicious
12 intent to defile and harass Plaintiff's privacy and did unfairly proximate cause of immediate and
13 future financial loss through gross misconduct resulting in crippling financial constraints being
14 shackled upon Plaintiffs that maintain mortgage with Defendants who coincidentally have
15 equitable stake in a failing competitive-business, did attempt to hinder and restrain "Mealer
16 Automobiles" and other Mealer-products to be manufactured by Plaintiffs for international trade
17 from competing in the well-renowned General Motor's vast product sales market, by and through
18 pervasive monopolistic behavior, trade libel per se, did intentionally invade to inflict duress,
19 commit reckless and intentional tortious interference upon Plaintiffs, intentionally creating an
20 impossibility to perform under the mortgage contract, which did prevent Plaintiffs from
21 expanding a competitive-business, maintain their livelihood and did intentionally and unfairly
22 hinder prospective trade agreements through Defendants' far reaching libelous assault, abusive
23 and manipulative unfair business practices through direct unwarranted defamation of character,
24
25

1 the blackening of Plaintiffs' good name resulting in intentional, unreasonable restraint of trade
2 per se by deliberately humiliating, embarrassing and distorting Plaintiffs' ability to conduct
3 international and domestic trade through acts of purposefully defamatory laden tort designed to
4 and accomplishing the induced abandonment of prospective and pending "B-Round Expansion
5 Capital" funding contracts between private investors and Plaintiffs' growing business, thus
6 perpetrating unfair business practices through combination; acting in concert and with corporate
7 assistance, corporate management, corporate supervisors and other agent employees within the
8 General Motors Corporation, General Motors Acceptance Corporation, General Motors
9 Company, GMACfs, and other subsidiaries who benefited from this anti-competitive conduct
10 which abrogated this Plaintiffs' right of unhindered contract and pursuit of a competitive-trade
11 while Plaintiffs proceeded under duress and relied on an expectancy of Mortgage Holder
12 Defendants' implied duty of good faith, that said Defendant would never violate this duty and
13 resort to illegal misconduct that would ultimately cause hinder, delay and fraudulent obstruction
14 to Debtor Plaintiffs' ability to maintain mortgage payments, which is Defendants' liability for
15 intentional duress, malfeasance creditor misconduct with criminal and tortious intent, gross
16 negligence, fraudulent inducement, intentional misrepresentation and breach of contract, breach
17 of fiduciary duty and intentional interference with Plaintiff's prospective advantage.
18

19 The Mortgage propagated between parties further fails and dissolves *exceptio quod metus*
20 *causa* thus; "Reverting to the defense raised by first defendant [Plaintiff], it is clear that a
21 contract may be vitiated by duress (*metus*), the *raison d'etre* of the rule apparently being that
22 intimidation or improper pressure renders the consent of the party subjected to duress no true
23 consent at all." *Arend and Another v Astra Furnishers (pty) Ltd 1974 (1) SA 298 (C)*
24
25

1 **Maxim of law; *Nemo debet rem suam factor aut defectu suo amittere.*** No one should lose
2 his property without his act or negligence. Co. Litt. 263

3 This enjoined Complaint, Motion (argument), by law, can only regard the personal
4 attacks on John Lewis Mealer and family in regards to Plaintiffs' ability to pursue business
5 objectives and gather growth funding for Mealer Companies LLC, and not per se for claims
6 made by the company itself. Mealer Companies LLC must remain witness at this time.

7 There can be no confusion as to the purpose of the Plaintiff's website and clearly, the
8 Defendant acted in concert to restrict Plaintiff's rights. Defendants' planned, committed and
9 achieved the intended consequences resulting from their defamatory blackening remarks about
10 Plaintiffs' person, business goals and thus crippled Plaintiffs' ability to maintain debt payments.

11 Plaintiff's website details without equivocation the reason for the websites existence on
12 page 2 entitled, "WHAT WE ARE REALLY ABOUT" and URL second page link to:

13 "http://mealercompanies.com/?page_id=2" as follows within the first sentence and paragraph:

14 **"Mealer Companies LLC** is gathering funding to begin full scale production of our
15 automobile and 220v full power source (combined as one). We have the vehicle, the
16 patents, the key personnel and are now simply procuring the key ingredient...
17 *The remainder of our investment money."*

18 **VI. DEFENDANTS' UNCLEAN HANDS, ANNOTATED EXHIBITS**

19 GM-GMAC did on June 9th, 2009 enter Plaintiff's professional business website URL
20 <http://mealercompanies.com>, signed into website to Blog via organization name, "General
21 Motors Corporation" (Exh G-3) Registered by "GMC-20" at "GMAC(fs)" Corporate
22 Headquarters"(Exh H) as "MONEY01" and wrote grossly disparaging and via the World Wide
23 Web, globally visible and RSS fed comments about JL Mealer and privately held company
24 Mealer Companies LLC and later followed up with emails to interested parties referring to non-
25

1 public figure JL Mealer as a fraud. "It is apparent that under US corporate law, only gross
2 negligence suffices to find a director liable to compensate for damage she or he causes." Smith
3 v. Van Gorkom or the Trans Union case, 488 A.2d 858 (Supreme Court of Delaware, 1985).
4 "*Culpa Lata Dolo Equiparator*" Gross negligence is held to be equivalent to intentional wrong.

5 **A. Annotated Exhibit G-3**

6 Document detailing Internet Protocol "IP" address confirmation by official agencies
7 located at: <http://www.ipadress.com/whois/198.208.251.24> Defines Internet Protocol "IP"
8 address, 198.208.251.24 is applied to Defendants' employee agent, Kris Kordella aka
9 kris.j.kordella@gm.com identified and personally admitted as Blogger "MONEY01".

10 **B. Annotated Exhibit G-1**

11 Document located at: <http://www.ip-adress.com/whois/198.208.251.22>
12 visitor identified under Internet Protocol "IP" address 198.208.251.22 which is applied to user
13 Christy Garwood of christy.garwood@gm.com who is appears to be a professional public
14 relations Blogger for Defendant GM-GMAC that was on Plaintiff's website in concert with Mr.
15 Kris J. Kordella up to the point Mr. Kordella left the libelous and blackening attacks on JL
16 Mealer on June 9th, 2009.

17 **C. Annotated Exhibit G-1 NOTE:** Whois information lists "IP" 198.208.251.22, (#.23),
18 (#.24) assigned to Defendants' confirms Internet Protocol ("IP") owner Organization Name as
19 "General Motors Corporation", who's Corporate ID is known as "GMC-20" which is registered
20 to address: "200 Renaissance Center, Detroit Michigan 48265, US."
21

22 **D. Annotated Exhibit H**

23 **One of many GMAC(fs) Corporate created Documents;** FDIC filed, SEC registered,
24 and also located at Defendants' website in their Corporate Documents, URL:
25

<http://www.gmacfs.com/us/en/business/investing/demandnotes/Prospectus.html>, was specifically written by Defendants' entitled, "GMAC Financial Services Prospectus for Demand Notes" which is available for download from their website on as of 3/17/2010. SEC, FTC and FDIC also have registered copies available upon request, wherein the Defendants' clearly state in multiple areas of the 24 page document that GMAC(fs) Headquarters and the "Principle Executive Offices of GMAC" address as: "GMAC LLC 200 Renaissance Center Detroit, Michigan 48265"

GMAC, GMACfs Headquarters as documented on GMAC website clearly identifies the same address of the registered IP/Internet Service Provider "ISP" address above as belonging to the Defendants', clearly in connection to GMAC and GMACfs provides prima facie evidence of culpability and combined contributory gross negligence in the matters at hand.

VII. DEFENDANTS' DEFAMATORY ASSAULT

Defamation: "A statement which causes harm to reputation".

A statement is defamatory if it "tends to injure the plaintiff's reputation and expose the plaintiff to public hatred, contempt, ridicule, or degradation." Phipps v. Clark Oil & Ref. Corp., 408 N.W.2d 569, 573 (Minn. 1987). "When the defamatory meaning is not apparent on its face, the plaintiff has the burden of pleading and proving such extrinsic facts." Anderson v. Kammeier, 262 N.W.2d 366, 371 (Minn. 1977). "*Actus non facit reum nisi sit rea*," The acts is not guilty unless the mind is also guilty

The comments below "*highlighted, italicized in quotes*", and meanings "underlined in quotes", were in their entirety, published by Defendants' on June 9th, 2009 during the attack emailed via RSS feed to many highly interested qualified investors, future customers, engineering employees et al. who had signed up for automatic website updates from the privately owned Mealer Companies LLC, investor information based website, "mealercompanies.com";

1a. (Merriam Webster Dictionary), ... "*Mealer Automobiles? America's next major automobile company??*"

"Question Marks and multiple usage of Question marks meaning: a: Something

unknown, unknowable, or uncertain b: someone (as an athlete or an automaker) whose condition, talent, or potential for success is in doubt."

1b. (Collins English Dictionary), "...**HAH!!!!!!!!!!!!!!!!!!!!!!!!!!!!**"...

"HAH abbreviation of HA meaning an exclamation denoting surprise, joy or grief. Both uttered and as written, it expresses a great variety of emotions, determined by the time or the context. When repeated, ha, ha, it is an expression of laughter, satisfaction, or triumph, sometimes derisive laughter; or sometimes it is equivalent to "Well, it is so." Ha-has, and articulate hootings of satirical rebuke. Carlyle

1c. (Stuart Jeffries, "The Joy of Exclamation Marks!" The Guardian, Apr. 29, 2009)

"There is surely a point after which exclamation marks no longer express friendliness. In this post-literal time, exclamation marks become signs of sarcasm as witty correspondents rebel against their overuse. Hence: 'I loved your last email! OMG did I LOVE it!!!!!!' The point is they didn't. They were being IRONIC."

1d. *Use of multiple Exclamation Points with exclamation point defined as: "as a symbol of factorial function, or (in logic) occurring with an existential quantifier"*

2. (Cambridge Idiom Dictionary), "...*it's obvious you don't have one (a mind)...*"

[commonly referred to as *out of your mind*:]

"extremely stupid or mentally ill."

3a. (Meriam-Webster Dictionary), "...*self serving...*"

"Serving one's own interests often in disregard of the truth or the interests of others."

3b. (Merriam-Webster Dictionary), "...*pathetic...*"

"Pitifully inferior or adequate"

3c. (Merriam-Webster Dictionary), "...**MORON...**"

"1. a person affected with mild retardation. 2. a very stupid person."

4. (Merriam-Webster Dictionary), "...**CLOWN...**"

"2. rude ill-bred person. 3. A person who habitually jokes and plays the buffoon."

5. (Merriam Webster Dictionary), "...**real...**" used twice to explain that Mealer was not

"real" and Mealer Companies LLC was not connected to a "real" engineering firm, thus

1 inflect that MONEY01 was in fact real, creating a reliance on MONEY01 Blogger's
2 engineering skills as well as financial opinions in regards to JL Mealer and Mealer
3 Companies LLC.

4 "1. Not artificial, fraudulent, or illusionary. 2. GENUINE. 3. Genuinely good or capable
5 of success.

6 **VIII. BLATANT INTENTIONS OF DEFENDANT, *MENS REA***

7 "MONEY01" is a term often used when teaching of principles of economics, business
8 investing, venture capital, stock market affairs and other finance related matters whereas,
9 MONEY01 by the very name portrays the premiere and foremost authority over the cognitive
10 and factual content is portrays. With "MONEY01" inferred as the leader of monetary matter,
11 Defendant seemed to imply that they were the foremost authority on financial matters of Mealer
12 Companies LLC to be detailed by and through following MONEY01 discussions of MEALER
13 AUTOMOBILES and JL MEALER himself. The term and moniker "MONEY01" as used by
14 GM-GMAC agent employees as the Blogger name during the intentional misrepresentation and
15 grossly negligent attack on MEALER represents to the reader that Defendants' opinion and
16 statements far exceed even the collegiate terminology for a prerequisite class usually followed
17 with "101" such as "English101" or by comparative, "Money101" as fraudulently claiming to be
18 the premium authority on investing matters.

19 This egregious misconduct is a complete breach under an implied duty of good faith by
20 Defendants' mortgage holder by and through acts of fraud and misrepresentation with intent to
21 destroy Plaintiffs' reputation and this debtor's ability to compete within a business that is in direct
22 competition to Defendants' corporate affiliate and co-Defendant who, in bankruptcy and
23 reformation of their new corporate identity have benefited from degrading this Plaintiff, and
24 collisional tortious interference of Plaintiff's business activities, preventing Plaintiffs' from
25

gaining "B-Round" growth funding, expansion of Mealer Companies LLC business is an unconscionable breach of fiduciary duty resulting in both personal injury and lawfully repugnant commercial disparagement under unfair business practices. Mealer Companies LLC is per se registered as an alternative fuel automaker as of 09/19/2008, Arizona Corporation Commission No. L-1477212-5, Internal Revenue Service Employer ID No. 26-3359384. The extreme duress GM-GMAC exerts on Mealer's person, family and future business matters with the blackening of Plaintiff's good name hinders Mealer from garnering support for funding second round expansion of his automobile manufacturing enterprise and has defiled him from attaining high level work related to automobile manufacturing industry.

The intentions and results of contract corrupting actions by the Defendants speak for themselves. "*Ex antecedentibus et consequentibus fit optima interpretatio*," The best interpretation is made from antecedents and consequents. 2 Co. Inst. 317. "*Culpa Lata Dolo Aequiparatur*" Gross negligence is equal to fraud.

IX. ADMISSION OF GUILT BY GM-GMAC

Defendants' Mea maxima culpa

This Instant Case provides multiple violations of century old laws regulating business practices as professional conduct is concerned. This case proves the illegal anti-competitive schemes that Defendants' have already admitted to when they offered a private half-hearted, insolent apology to MEALER (Exh B-1), pleading in part due to the then current GM-GMAC issues of looming bankruptcy and restructuring the employees and management were panicked which is copied in part as:

"... lose most of my pension, all medical benefits and on, and on. Basically a financial Armageddon for me and hundreds of my friends and family members that have relied on GM for the last 60 plus years."... "However, the bottom line is I shouldn't have resorted to the "knucklehead" name calling in my blog and inferring your auto company isn't

legit..."

The private and disappointing apology that Defendants' issued from their employed agent is direct admission of guilt providing incontrovertible prima facie evidence, providing legal causation for the entirety of Plaintiff's Motion against Defendants' original claims which are counterclaimed herein by Plaintiff. Not only does Defendants' fraud vitiate the mortgage contract, but creates a basis for claim of damages for the intentional malicious attack which created the need for Plaintiff's bankruptcy and subsequent loan default. "Most of the disputes in the world arise from words." Morgan v. Jones, Lofft 160, 176, 98 Eng. Rep. 587, 596 (K.B. 1773) (Murray, C.J.).

Defendant's series of carefully articulated, defamatory libel 'per se' through a series of words and phrases which were Blogged by Defendant on Plaintiff's website on the World Wide Web and then compounded through direct email with interested parties impugning the validity of and thus creating public and private doubt of Plaintiff has by an unmistakably clever intent, destroyed prospective capital B-Growth funds to be used for business expansion and Plaintiff's economic growth and ability to cover mortgage payments. Defendant acted to fraudulently transfer and convey title of Plaintiff's real property by blatant tortious acts.

"Fraud vitiates the most solemn contracts, documents and even judgments," U.S. v. Throckmorton, 98 U.S. 61. Defendants' admission per se of their deceptive acts prove intentional malicious intent and fraud ab initio; "*Qui adimit medium, dirimit finem.*" **He who takes away the means, destroys the end.** Co. Litt. 161. Defendants' had unequivocally intended and expected the Plaintiff to fail by and through their fraudulent actions.

Therefore the Defendants' entire contractual lien claimed on Plaintiff's home fails on it's face to satisfy terms, under Slander of Title (Material Misrepresentation), Breach of Contract

creating an issue of Impossibility of Performance through Defendants' fraudulent scheme to collect and prevent mortgage payments by predatory loan servicing and egregious general fraud.

X. COMPENSATORY DAMAGES

Respondeat superior, Actus reus

Defendants expected and pursued the consequences of their defamatory blackening remarks of Plaintiff and Plaintiff's business and Plaintiff's ability to maintain mortgage payments prior to the publishing of comments which destroyed Plaintiff's reputation and hindered the business goals of, by and sought by this Plaintiff. Plaintiff's website clearly details the reason for the websites existence on page 2 entitled, "WHAT WE ARE REALLY ABOUT" and URL link "http://mealercompanies.com/?page_id=2" as follows in the first sentence and paragraph:

"Mealer Companies LLC is gathering funding to begin full scale production of our automobile and 220v full power source (combined as one). We have the vehicle, the patents, the key personnel and are now simply procuring the key ingredient... *The remainder of our investment money.*"

Plaintiff's damages are not limited to the actual loss of pending contracts and prospective advantage of B-Growth Funding from multiple qualified investors who were completing their due diligence investigations which abruptly ended when Defendant publicly humiliated the Plaintiff which are outlined on Page 8 in plaintiff's funding request documents as distributed to qualified investors, Venture Capital firms, Banks and other lending outlets which states very clearly Plaintiff's intention's for funding the growth of Mealer Companies LLC (emphasis and font existing) entitled, "MEALER COMPANIES, FUNDING REQUEST SUMMARY, CONFIDENTIAL DISCLOSURE, J.L. MEALER, Q2 JUNE 2009":

" Mealer seeks to raise start-up \$95,000,000 in VC capital and lease-back agreements over the first three years for Phase I, not taking into account pre-and post-production sales. After two years, Mealer will require another \$105,000,000 of either private capital or loans for Phase II secondary manufacturing purposes. The company will have one major manufacturing facility in either VA or TN and electronics research and developmental center and manufacturing center either in the same state or elsewhere. At least four other ideal manufacturing locations are

under review and remain highly attractive. The cost of a fund-to-suit conversion of existing facilities proves to be a fast, viable and cost-effective alternative to new site construction. And, since there are a growing number of such facilities coming to market, Mealer is sure to find the right facilities to meet our requirements. “

XI. MEMORANDUM AND DEFENDANTS' VIOLATIONS OF LAW, ACTUS REAS

Res ipsa loquitur "the thing speaks for itself."

Defendant having initiated their libelous attack and being responsible for Defamation per se against this Plaintiff, by and through their blackening attack, did inflict and intentionally commit gross violations of following laws against the Plaintiff and Plaintiff's expansion of trade.

COUNT ONE. Intentional Interference With Prospective Economic Advantage

The elements of the tort of are:

1. an economic relationship between [the plaintiff and some third person] containing the probability of future economic benefit to the [plaintiff],

JL Mealer, while discussing funding for “B-Round Business Expansion” of the Mealer Automobile as an alternative fuel powered vehicle manufacturing company known as Mealer Companies LLC, with multiple high level funding groups, private individuals, engineers, supply companies, fabrication companies, et al, was unfairly attacked and irreparably blackened, libeled, other wise made to lose these funding accounts by Defendants who later apologized for (admitted) the events.

2. knowledge by the defendant of the existence of the relationship,
Defendants conspired with multiple agents who entered Mealer's investor oriented website, signing up as Blogger named “MONEY01” then proceeded to destroy and blacken Mealer's reputation, name, company value and over-all funding viability of Mealer Automobiles, projects, goodwill and business in whole with crudes remarks while also claiming to be a “...real...” engineer of “...real automobiles...” and then

1 ending his grossly disparaging tirade with "...I wish you All the worst the world can give
2 a self serving pathetic MORON."

3 **3. intentional acts on the part of the defendant designed to disrupt the relationship,**
4 Defendants signing on as MONEY01 provides acknowledgement that "B-Round
5 Expansion Capital" was the objective of Mealer's website, and the defamatory attack
6 proves malicious intent in conjunction with the admission/apology.

7 **4. actual disruption of the relationship, [and] (5) damages to the plaintiff**
8 **proximately caused by the acts of the defendant.' (Buckaloo v. Johnson (1975) 14**
9 **Cal.3d 815, 827.)**

10 Mealer has lost all pending business and pending contractual "B-Round Expansion
11 Capital" business and personal relationships due to the June 9th, 2009 attack originating
12 from within Defendants' offices.

13 **COUNT TWO. DEFAMATION and other ENCROACHMENTS**

14 By and through corporate Public Relations agents, supply side and engineering
15 employees acting in what appears to be combined effort may have been used to unfairly prevent
16 Plaintiff from maintaining mortgage payments and livelihood which ultimately resulted in
17 Mealer going bankrupt and declaring Chapter 7 BK in Oct 2009 once the "pending-due-
18 diligence" of investors fell through per the intentional and subsequent published personal,
19 professional and character attacks against Mealer from the once successful, larger and more
20 experienced automaker (GM). There is no legitimate or lawfully protected reason for Defendants
21 to venture into the privacy of Plaintiff's public domain in order intentionally defile his name and
22 future to create what amounts to a clear and present danger against Plaintiff's ability and right to
23 life, liberty and pursuit of property, compounded by contractual obligation such as a mortgage
24 debt and the obligate (Plaintiff) Constitutionally protected rights.
25

Supreme Court Justice Oliver Wendell Holmes, Jr stated concisely in what has become a landmark ruling related to the First Amendment and criminal, seditious libel, "the words are used in such circumstances and of such a nature as to create a clear and present danger that they will bring about the substantive evils that Congress has a right to prevent..." "...no court could regard them as protected by any constitutional right..." Albeit, GM-GMAC has not committed criminal and seditious libel against the United States, but the very *actus reus* in controlling a private man's ability to live freely and conduct a competitive-business simply due to corporate fear of losing revenue is unjust enrichment, tortious and fraudulent on it's face within contract between parties.

The following counts relate to the attacks as defined and explained within this document.

COUNT TWO-1. Title 15 USC § 1. Trusts, etc., in restraint of trade illegal; penalty

"Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal...."

COUNT TWO-2. Title 15 USC § 2. Monopolizing trade a felony; penalty

"Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations..."

COUNT TWO-3. Title 15 USC § 5. Bringing in additional parties

"Whenever it shall appear to the court... ..that the ends of justice require that other parties should be brought before the court, the court may cause them to be summoned..."

COUNT TWO-4. Title 15 USC, CH 22, SUB III, §1125(a)(1)(B)

"(1) Any person who, on or in connection with any goods or services... uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which—

(B) ... or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act."

1 The gross violations noted above are merely outlines of the crimes committed upon this
2 Plaintiff and should not be considered the limits of damages. Plaintiff reserves the right to amend
3 these claims as the full brunt of this crippling attack settle in.

4 **XII. PLAINTIFF'S ARGUMENT**

5 The following laws are in favor of the Plaintiff in regards to protection under the law for
6 violations by the Defendants' against mortgage contract obligations revolving around Plaintiff's
7 Real Property at 6333 Gardenia Lane, Show Low, Arizona, which is the main factor of
8 Defendants' actions regarding their desire to Lift the Automatic Stay during Plaintiff's
9 bankruptcy, AND the reason for Defendants' contractual lien against said Real Property.

10 **A. Real Estate Settlement Procedures Act of 1971 ("RESPA")**
11 **[Codified to 12 USC 2616]**

12 "This Act does not annul, alter or affect, or except any person subject to the provisions of
13 this Act from complying with, the laws of any State with respect to settlement
14 practices..."

15 **B. Real Estate Settlement Procedures Act of 1974 ("RESPA")**
16 **[Codified to 12 U.S.C. 2601 note]**

17 "To further the national housing goal of encouraging homeownership by regulating
18 certain lending practices and closing settlement procedures in federally related mortgage
19 transactions to the end that unnecessary costs and difficulties of purchasing are
20 minimized, and for other purposes."

21 **C. Section 19**

22 "(b) No provision of this Act or the laws of any State imposing any liability shall
23 apply to any act done or omitted in good faith in conformity with any rule,
24 regulation, or interpretation thereof..."

25 Contract law is very clear and concise in regards to fraudulent activities by either
contractual obligate. There is nothing more blatantly unlawful than the tortious violations noted
herein which created difficulty in settlement or the mortgage debt, explicitly Defendants'

1 flagrant, abusive violations and oppressive bad faith conduct upon the Plaintiff which resulted in
2 the creation of numerous incurable deficiencies that by all standards of law have reduced their
3 claim to Lift The Automatic Stay as completely nugatory.

4 **D. FDIC LAW REGULATIONS AND ACTS 6500 Consumer Protection,**
5 **Title VIII-DEBT COLLECTION PRACTICES**

6 **TITLE 15 USC 1692e,f**

7 **§ 806 HARRASSMENT OR ABUSE**

8 A debt collector may not engage in any conduct the natural consequences of
9 which is to harass, oppress, or abuse any person in connection with the collection
10 of a debt. Without limiting the general application of the foregoing, the following
11 conduct is a violation of this section

- 12 (1) The use or threat of use of violence or other criminal means to
13 harm the physical person, reputation, or property of any person.

14 **§ 807 FALSE OR MISLEADING REPRESENTATIONS**

15 A debt collector may not use any false, deceptive, or misleading representation or
16 means in connection with the collection of any debt. Without limiting the general
17 application of the foregoing, the following conducts is a violation of this section:

- 18 (8) Communicating or threatening to communicate to any person credit
19 information which is known or which should be known to be false,
20 including the failure to communicate that a disputed debt is disputed.

- 21 (10) The use of any false representation or deceptive means to collect or
22 attempt to collect any debt or to obtain information concerning a consumer.

23 **(f)§ 808 UNFAIR PRACTICES**

24 A debt collector may not use unfair or unconscionable means to collect or attempt
25 to collect any debt. Without limiting the general application of the foregoing, the
following conduct is a violation of this section

- (6) Taking or threatening to take nonjudicial action to effect
dispossession or settlement of property if--

(A) There is no right to possession of the property claimed as
collateral through an enforceable security interest;

(B) there is no present intention to take possession of the property;
or the property is exempt by law from such dispossession or
disablement.

E. Title 11 USC, § 510(c) Bank Reform Act of 1978

(c) Notwithstanding subsections (a) and (b) of this section, after notice and a hearing, the court may--

- (1) under principles of equitable subordination 15, subordinate for purposes of distribution all or part of an allowed claim to all or part of another allowed claim or all or part of an allowed interest to all or part of another allowed interest; or
- (2) order that any lien securing such a subordinated claim be transferred to the estate.

F. Title 11 USC 362(b)(20) under subsection (a), of any act to enforce any lien against or security interest in real property following entry of the order under subsection (d)(4) as to such real property in any prior case under this title, for a period of 2 years after the date of the entry of such an order, except that the debtor, in a subsequent case under this title, may move for relief from such order based upon changed circumstances or for other good cause shown, after notice and a hearing;

G. Pursuant 11 USC § 362(d)(1) of the Bankruptcy Code, the automatic stay may only be lifted to permit a litigation to go forward in another court upon an initial showing of "cause" by the party seeking relief from the stay. Sonnax Indus., Inc. v. Tri Component Prods. Corp. (In re Sonnax Indus., Inc), 907 F. 2d 1280, 1285 (2d Cir. 1990); In re New York Med Grp., P.C., 265 B.R. 408, 413 (Bankr. S.D.N.Y.2001).1

H. Title 18 USC § 1346. Definition of "scheme or artifice to defraud"
For the purposes of this chapter, the term "scheme or artifice to defraud" includes a scheme or artifice to deprive another of the intangible right of honest services.

I. Title 18 USC § 1348. Securities fraud

Whoever knowingly executes, or attempts to execute, a scheme or artifice—
(1) to defraud any person in connection with any security of an issuer with a class of securities registered under section 12 of the Securities Exchange Act of 1934 (15 U.S.C. 78l) or that is required to file reports under section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78o (d)); or

Title 18 is has been noted to detail the fraud by actual code that will negate prior claims made by this Plaintiff against contract violations negating this instant mortgage on it's face.

Defendants' are registered as a banking institution with the FDIC and SEC and required to file and report mortgages which have become reportable securities. Defendants' deal in Securities.

XIII. ENJOINED MOTION FOR EVIDENTIARY HEARING
CONCERNING GROSS CREDITOR MISCONDUCT

For the reasons noted herein this enjoined document and by consenting rule for joined motion under 12 F.R.Civ.P.(g)(1), and presenting this instant case under extraordinary, exigent circumstances, Plaintiff Prays this court accept this Motion For Evidentiary Hearing Concerning Gross Creditor Misconduct as *enjoined* within and without this Adversary Complaint for the purpose of hearing the merits and accepting evidence of this case for final ruling due to an emergency situation creating an unfair advantage for Defendant during this legal engagement between parties, time is of the essence. Pursuant to common sense reasoning and a Plaintiff's bona fide effort to allow the mortgage holder Defendant a chance to remedy the gregarious harm caused and unaltered thus ongoing, by their agent through their corporately owned "ISP," this Plaintiff has extended his hand to resolve this situation from day one immediately upon the blackening, denigrating defamation which occurred on 6/9/09 and again from the moment an actual disruption of this private businessman to investor relations was realized 30, 60, 90, 120 days later culminating in this bankruptcy, but Creditor has ignored this Debtor. Co-Defendant General Motors Corp during to their corporate bail-out and renaming responded through special Public Relations agent Christine Stein who contacted Plaintiff to resolve the situation and then backed out of the problem solving when crimes were validated. Plaintiff relies on this honorable court to push these proceedings into light, validate evidence, substantiate the breach of contract and compel both parties to court on these matters. A complete stay of proceedings for Plaintiff's

1 bankruptcy and Defendants' future Motions in regards to foreclosure on Plaintiff's mortgage is
2 requested and Plaintiff Prays, court accepts the applicable laws noted herein to back this request.

3 **XIV. CONCLUSION**

4 Plaintiff hereby Prays this court rule in favor of Plaintiff requiring a case review
5 adjudicated on the merits and evidence herein and prepare for an evidentiary hearing, and allow
6 for discovery and disclosure proceedings for incidents and claims detailed within this enjoined
7 complaint/motion and to deny Defendants' (Originally listed as "Movants") MOTION TO LIFT
8 AUTOMATIC STAY for reasons described herein, AND to proceed with providing a legal
9 forum whereby this case may be negotiated and applied pursuant to applicable laws and
10 Plaintiff's Motion for Summary Judgment *subsequi* since Defendant's are entitled to a defense,
11 AND/OR to grant immediate equitable relief in the form of Plaintiff's mortgage converted to a
12 dischargeable debt, AND for just cause to eliminate the lien via permanent discharge injunction,
13 and/or deny, denounce and remove Defendants' interest in Real Property known as 6333
14 Gardenia Lane Show Low, Arizona (85901) for reasons and legal authority noted herein, AND
15 consequential, compensatory and punitive damages for defamation and libelous offenses per se
16 by Defendant causing pain and suffering on Plaintiff and Plaintiff's family as this court deem
17 proper, AND to Rule in favor of the Plaintiff in regards to allegations of Title 15 USC § 1 & 2;
18 for restraint of trade, attempt to monopolize, combination, conspiracy, for violations against
19 Plaintiff in accordance to Title 15 USC, CH 22, SUB III, §1125(a)(1)(B) false or misleading
20 description of fact, or false or misleading representation of fact in relation to Plaintiff's name and
21 business, for damages incurred by Defendants placing Plaintiff in false light, for fraudulent
22 inducement, for fraudulent obstruction, for combined contributory negligence, for impairment of
23 earning capacity, for intentional duress, for trespass with intent to commit harm, for trespass and
24
25

1 assault with intent to violate contractual obligations, for Breach of Contract, for Breach of
2 Fiduciary Duty, for Breach of good will, for malfeasance creditor misconduct with criminal
3 intent, for Intentional Interference With Plaintiff's Prospective Advantage to the fullest extent of
4 the law, AND to provide the maximum in monetary damages as detailed herein trebled where
5 applicable, plus fines AND to prohibit Defendants' from further blackening Plaintiff's name or
6 business, AND a written legitimate public apology from all Defendants'.

7 "The requirements for the issuance of a permanent injunction are (1) the likelihood of
8 substantial and immediate irreparable injury; and (2) the inadequacy of remedies at law." *Dream*
9 *Palace v. County of Maricopa*, 384 F.3d 990, 1010 (9th Cir. 2004). "In issuing an injunction, the
10 Court must balance the equities between the parties and give due regard to the public interest."
11 *High Sierra Hikers*, 390 F.3d at 642. District courts possess "broad discretionary power" to
12 fashion equitable relief, see *Lemon v. Kurtzman*, 411 U.S. 192, 200 (1973).

13
14 Plaintiff moving for this affirmative equitable remedy withing this bankruptcy due to
15 breach of performance claims against Defendants' under 11 USC § 101(5)(B).

16 **XV. AFFIDAVIT VERFICATION BY SIGNATURE**

17 I, the Plaintiff, John Lewis Mealer, hereby claim the allegations and other facts regarding
18 this bankruptcy issue of this case and all related cause of issues and evidence or annotated
19 evidence as detailed by myself to be true to the best of my knowledge, and do hereby certify this
20 statement with my signature below:

21 DATED: 3/30/2010

22 
23 _____
24 John Lewis Mealer